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Attorneys for Defendant  
STATE FARM GENERAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WILLIAM TONG; and MALINEE  
DIBBAYAWAN,

Plaintiffs,

vs.

STATE FARM GENERAL  
INSURANCE COMPANY; and DOES  
1 to 10,

Defendants.

) Case No.: 2:24-cv-02219-DSF-MAR  
)

) **DEFENDANT STATE FARM**  
) **GENERAL INSURANCE**  
) **COMPANY'S NOTICE OF**  
) **MOTION TO CLARIFY OR**  
) **RECONSIDER THE COURT'S**  
) **FEBRUARY 26, 2025 ORDER RE**  
) **CERTAIN REQUESTS FOR**  
) **INSPECTION (ECF 56)**

) *Filed concurrently with:*

- ) • *Memorandum in Support*
- ) • *Declaration of Daniel T. Balmat*
- ) • *[Proposed] Order*

) Date: April 14, 2025

) Time: 1:30 p.m.

) Courtroom: 7D

) Complaint filed: March 19, 2024

TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 14, 2025 at 1:30 p.m., or as soon

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1 thereafter as the matter may be heard in Courtroom 7D of the above-entitled Court,  
2 located at First Street Courthouse, 350 West 1st Street, Los Angeles, CA 90012,  
3 Defendant STATE FARM GENERAL INSURANCE COMPANY (“State Farm”)  
4 will and hereby does move the Court, pursuant to the Court’s inherent power,  
5 Federal Rules of Civil Procedure 54(b), 59(e), and 60(a)-(b), and Local Rule 7-18  
6 to either reconsider or clarify its Order dated February 26, 2025 (ECF 56).

7 State Farm seeks clarification or, alternatively, reconsideration of the  
8 Order’s terms relating to Requests 80 and 81, which seek inspection of State  
9 Farm’s electronic information systems. Specifically, the Court reserved judgment  
10 on State Farm’s objection to the Magistrate Judge’s Order on those Requests,  
11 because the Requests appeared disproportionate to the needs of the case and there  
12 has been no finding of misconduct that warrants inspection. However, Plaintiffs  
13 are interpreting another portion of the Order—which explains that an eventual  
14 ruling on the Requests may turn on an inspection protocol agreed to by the parties  
15 or ordered by the Magistrate Judge—as imposing on the parties the obligation to  
16 meet and confer to develop inspection parameters.

17 Requiring State Farm to agree to an inspection protocol regarding Requests  
18 80 and 81 is inconsistent with the Court’s decision to reserve judgment on those  
19 requests and, as a practical matter, places State Farm in an untenable position.  
20 State Farm can either meet and confer regarding inspection parameters and risk  
21 waiver of its objections to inspection, or it can stand on its objections and risk  
22 facing sanctions. The Court should amend its Order to make clear that it is  
23 reserving judgment on Request Nos. 80 and 81, without requiring that the parties  
24 agree on an inspection protocol sought by those Requests.

25 In addition, State Farm seeks clarification or, alternatively, reconsideration  
26 of the Order’s terms regarding requests for “Water Initiative” discovery (Requests  
27 Nos. 94, 126 and 145). Specifically, State Farm seeks clarification that the Court’s  
28

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1 approval of the magistrate judge's order compelling further responses to requests  
2 Nos. 94 and 126 is subject to the magistrate judge's determination that they call for  
3 the documents identified and produced in another matter. Plaintiffs urged the  
4 magistrate judge to reject State Farm's overbreadth and other objections based on  
5 that limitation but now abandon it. State Farm also seeks clarification as to the  
6 scope of the magistrate judge's narrowing of Request No. 145. Clarification of the  
7 Order's terms as to these Requests is necessary to avoid further discovery disputes,  
8 which Plaintiffs have aggressively pursued in this matter.

9 This Motion is based upon this Notice; the accompanying Memorandum of  
10 Points and Authorities, Declaration of Daniel T. Balmat ("Balmat Decl."), the  
11 complete files and record in this action, and on such further oral or documentary  
12 evidence as may be presented at or before the hearing on this motion.

13 This Motion is made following conference of counsel that took place on  
14 March 11, 2025, pursuant to Local Rule 7-3. On March 3, 2025, State Farm's  
15 counsel requested a meet and confer conference with Plaintiffs' counsel and  
16 provided availability for the conference on March 4, 5 or 6. Plaintiffs' counsel  
17 responded by advising he was unavailable for the entire week of March 3. March  
18 11, 2025, was the first date available for Plaintiffs' counsel and State Farm's  
19 counsel. Plaintiffs' counsel confirmed during the conference that they oppose this  
20 Motion. (Balmat Dec., ¶ 2.)

21  
22 DATED: March 12, 2025

PACIFIC LAW PARTNERS, LLP

23 By: /s/MATTHEW F. BATEZEL

24 MATTHEW F. BATEZEL

25 DANIEL T. BALMAT

26 Attorneys for Defendant

27 STATE FARM GENERAL

28 INSURANCE COMPANY